

\$ 6,300.00

July 19, 19 68*For Value Received,*

I promise to pay to the order of

McDOWELL PULPWOOD COMPANY, INC.

the principal sum of

-----Six Thousand Three Hundred and NO/100----- (\$ 6,300.00) DOLLARS,

with interest from date at the rate of -----Seven----- (7 %) per centum per annum on said principal sum, or on so much thereof as may from time to time remain unpaid (interest payable monthly);

said principal and interest being payable in lawful money of the United States, in monthly instalments of

-----Four Hundred and NO/100----- (\$400.00) DOLLARS each,

on the 15th day of each and every month, commencing on the 15th day of July 19 68, for eight months and thence \$250.00 per month,

and continuing until said principal sum and interest have been fully paid; each instalment, when paid, to be

applied first to the payment of interest accrued on unpaid principal, and the residue thereof to be credited on

the principal. Interest accrues on the declining principal balance.

Principal and interest are payable at: Crisp County, Georgia.

It is expressly understood and agreed that if default be made in the payment of any of the aforesaid instalments, or any part thereof, as and when the same shall become due and payable, then, and in that event, the unpaid balance of the aforesaid principal sum, at the option of the holder hereof, may become due and payable, anything hereinabove contained to the contrary notwithstanding; TIME BEING OF THE ESSENCE OF THIS CONTRACT.

In case this note is collected by law, or through an attorney at law, all costs of collection, including ten (10%) per centum of the principal and interest as attorney's fees, shall be paid by the maker hereof.

And each of us, whether maker, endorser, guarantor, or surety, hereby severally waives and renounces, for himself and family, any and all exemption rights either of us, or the family of either of us, may have under or by virtue of the Constitution or laws of Georgia, or any other State, or the United States, as against this debt or any renewal thereof; and each further waives demand, protest and notice of demand, protest and non-payment.

In case of default in the payment of any one of the aforesaid instalments, and in case the holder of this note should elect, on account of such default, to declare the unpaid balance of the principal sum due and payable, said principal sum, or so much thereof as may remain unpaid at the time of such default, shall bear interest at the rate of eight (8%) per centum per annum from the date of such default.

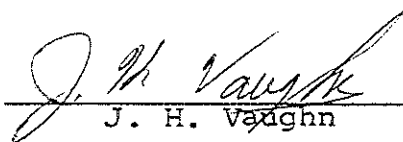
This contract is to be construed in all respects and enforced according to the laws of the State of Georgia.

~~This note is secured by a certain deed executed by the undersigned to the payee herein, conveying certain real estate in Crisp County, Georgia, and known as:~~

Prepayment Privilege:

WITNESS my hand and seal

X


J. H. Vaughn

(SEAL)

(SEAL)

DATE OF PAYMENT:	TOTAL PAYMENT:	AMOUNT APPLIED TO INTEREST:	DATE TO WHICH INTEREST PAID:	AMOUNT APPLIED TO PRINCIPAL:	PRINCIPAL BALANCE:

[illegible]

DIAMOND AND LATTOF
LAWYERS

VAN ANTWERP BUILDING

P. O. BOX 432

MOBILE, ALABAMA 36601

ROSS DIAMOND, JR.
MITCHELL G. LATTOF
ROSS DIAMOND, III
J. CECIL GARDNER

TELEPHONE
AREA CODE 205
432-6691

May 25, 1970

Mrs. Alice J. Duck
Clerk, Circuit Court
Baldwin County Court House
Bay Minette, Alabama

Re: McDowell Pulpwood Company, Inc., vs. J. H. Vaughn
Case No. 9151

Dear Mrs. Duck:

Pursuant to our telephone conversation of Monday, May 25, I would be grateful if you would present this to the Court with the request that the same be considered as our motion for judgment by default in the above case. As instructed by you I also enclose the promissory note executed by the Defendant, Mr. J. H. Vaughn to McDowell Pulpwood Company, Inc. According to my calculation, the judgment should be in the total of \$7,341.68, which amount reflects the following:

Principal on note	\$5,800.00
Interest.	874.25
Attorney fee at 10%	667.43
Total	<u>\$7,341.68</u>

I would appreciate your acknowledging receipt by executing the receipt on the bottom of the copy of this letter and returning it to me in the enclosed self-addressed envelope.

Yours very truly,

DIAMOND AND LATTOF

FILED

MAY 27 1970

ALICE J. DUCK

CLERK
REGISTER

J. Cecil Gardner

JCG:so

DIAMOND AND LATTOF

LAWYERS

VAN ANTWERP BUILDING

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DIAMOND AND LATTOF

J. Cecil Gardner

JCG:so

FILED

MAY 27 1970

ALICE J. DUCK
CLERK
REGISTER

McDOWELL PULPWOOD COMPANY,
INC., a corporation,

Plaintiff,

-VS-

J. H. VAUGHN,

Defendant.

*

IN THE CIRCUIT COURT OF

*

BALDWIN COUNTY, ALABAMA

*

CIVIL DIVISION

*

CASE NO. 9151

COUNT ONE

Plaintiff claims of the Defendant the sum of, to-wit,
\$5,800.00, due by promissory note made by him on, to-wit, the
19th day of July, 1968, and payable on, to-wit, the 15th day
of August, 1968, with interest thereon. Plaintiff further claims
of the Defendant a reasonable attorney's fee as provided for in
said note, and Plaintiff avers that said note provides that said
fee shall be equal to ten (10%) percent of the principal and
interest due on said debt. Plaintiff further avers that the
Defendant waived all rights of exemption under the Constitution
and laws of Alabama, or any other state, under the terms and
provisions of said note.

DIAMOND AND LATTOF
Attorneys for Plaintiff
P. O. Box 432
Mobile, Alabama 36601

By


Mitchell G. Lattof

Defendant may be served at:

Robertsdale, Alabama

FILED

FEB 27 1970

ALICE J. DUCK
CLERK
REGISTER

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 9151

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon J. H. Vaughn

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint

filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette against.....

J. H. Vaughn

..., Defendant.....

by McDowell Pulpwood Company, Inc., a Corp.

....., Plaintiff.....

Witness my hand this 2nd day of March 19 70

Alice J. Luck, Clerk

243-2-70

64 560

No. 9151

Page.....

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

McDOWELL PULPWOOD COMPANY, INC., A CORP.

Plaintiffs

vs.

J. H. VAUGHN

Defendants

SUMMONS AND COMPLAINT

Filed March 2, 1970

Alice J. Duck Clerk

Diamond & Lattof

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

MARCH 2 1970

Sheriff

I have executed this summons

this 27- march 1970

by leaving a copy with

Sheriff claims 40 miles at

Ten Cents per mile Total \$ 4.00

TAYLOR WILKINS, Sheriff

BY

H. J. Broome
DEPUTY SHERIFF

Taylor Wilkins, Sheriff

H. J. Broome, Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

40 miles at 10c.

Loxley

DIAMOND AND LATTOF
LAWYERS
VAN ANTWERP BUILDING
P. O. BOX 432
MOBILE, ALABAMA 36601

ROSS DIAMOND, JR.
MITCHELL G. LATTOF
FRANCIS M. THIGPEN
ROSS DIAMOND, III

TELEPHONE
AREA CODE 205
432-6691

February 24, 1970

Mrs. Alice J. Duck
Clerk, Circuit Court
Baldwin County Court House
Bay Minette, Alabama

720-9151

Dear Mrs. Duck:

Enclosed please find a suit by McDowell Pulpwood Company, Inc. against J. H. Vaughn.

I would appreciate your acknowledging receipt of this suit by executing the receipt on the bottom of the copy of this letter and returning same to me in the enclosed, self-addressed envelope.

Thanking you, we are

Very truly yours,

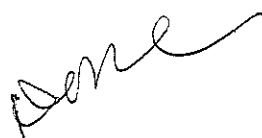
DIAMOND AND LATTOF

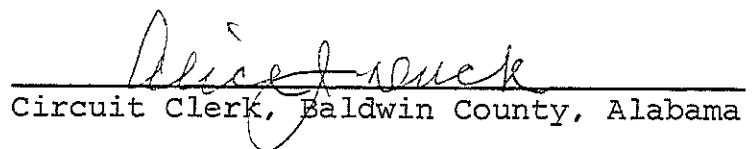

Mitchell G. Lattorf

MGL/at

RECEIPT

I hereby acknowledge receipt of the suit filed by McDowell Pulpwood Company, Inc. against J. H. Vaughn on this 27 day of Feb, 1970.




Circuit Clerk, Baldwin County, Alabama